## LABOUR DEPARTMENT

## The 9th November, 1972

No. 12228-4Lab-72/43143.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Harvana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Harvana, Faridabad, in respect of the dispute between the workmen and the management of M/s Usha Spinning and Weaving Mills, Ltd., Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 76 of 1969 and No. 35 of 1970

between

THE WORKMEN AND THE MANAGEMENT OF M/S USHA SPINNING AND WEAVING MILLS, LTD., FARIDABAD

Present :

Shri Darshan Singh and B. M. Gupta, for the workmen.

Dr. Anand Parkash and Shri Madan Pal, for the management.

#### AWARD

By order No. ID'FRD/167-J-69/30520-24, dated 20th November, 1969 of the Governor of Paryana, the following dispute existing between the management of M's I sha Spinning and Weaving Mills Ltd., Fari bad and its workmen was referred for adjudication to this Tribunal in exercise of the powers onferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the work is are entitled to any wages for the period of strike from 16th October, 1969. Second Shift) to 31st October, 1969 and if so; with what det ils?

Another dispute existing between the parties was referred for adjudication to this Tribunal,—vide order No. ID/FD 5.32 35, dated 24th February, 1970, the terms of reference being as given under:—

What is the Consumer's Price Index series to which the rate of D.A. neutr lisation was linked in the attlement, dated 4th November, 1966 and the settlement, dated 30th October, 1967 added by notification No. ID/FD/18738, d ted 19th June, 1970.

The parties have arrived at an amicable settlement in both the references which have been registered as Reference No. 76 of 1969, No. 35 of 1970 as per the terms and conditions given in the Memorandum of settlement, dited 9th September, 1972 Ex. M-1. A joint aw rd in both the reference is, therefore, made in terms of the aforesaid settlement which shall form part of the award. There shall be no order as to costs.

O. P. SHARMA,

Dated 27th October, 1972.

Presiding Officer, Industrial Tribunal, Haryana, Faridabad.

No. 1114, dated 27th October, 1972.

Forwarded four copies) to the Secreta y to Government, Haryana, Labour and Employment Depa tments, Chundig she as required under section 15 of the Industrial Disputes A.t., 1947.

O. P. SHARMA,

Dated 27th October, 1972.

Presiding Officer, Industri 1 Tribun 1, Haryana, Farid bad.

#### MEMORANDUM OF SETTLIMENT

(Settlement under section 18(1) of the Industrial Dispute: Act, 1947 read with Rule 58 of the Punjab Rules)

N'MES OF THE PARTIES:

Representing the Employer:

- Shri M L. W dhwa, General Manager, Usha Spinnig and Weaving, Mills Limited, 12/1 Mile Stone, Mathura Road, Faridabad-3.
- Shri P. N. Upadhyay, General Manager (Works), 12/1 Mile Stone, Mathura Road, Faridabad-3.

- 3. Shri R. A. Agrawal, Labour Officer,
  Usha Spinning and Weaving Mills Ltd.,
  12/1 Mile Stone, Mathura Road, Faridabad-3.
- Shri Madan Pal, Labour Officer,
   Usha Spinning and Weaving Mills Limited,
   12/1 Mile Stone, Mathura Road, Faridabad-3.

## Representing the Workmen:

- 1. Shri Satish Loomba, Secretary, All India Trade Union Congress, 24, Canning Lane, New Delhi.
- 2. Shri Nazar Mohd., President, Textile Mazdoor Union, Faridabad.
- 3. Shri Darshan Singh, General Secretary, Textile Mazdoor Union Faridabad.
- 4. Shri Prem Singh, President. Mills Committee, Usha Spinning and Weaving Mills Ltd., Faridabad.
- 5. Shii Amarjit. General Secretary, Mills Committee, Usha Spinning and Weaving Mills Limited, Faridabad.
- 6. Shri Basir Khan, Vice President Mills Committee, Usha Spinning and Weaving Mills Ltd., Faridabad.
- 7. Shri Nathu "ingh Propagand: Secretary, Mills Committee, Usha Spinning and Weaving Mills Ltd., Faridabad.
- 8. Shri Mahavir. Cashier. Mills Committee, Usha Spinning and Weaving Mills Limited, Faridabad.

### SHORT RECITAL OF THE CASE

A number of disputes have been pending between the Management and the workmen for some years. These include the claim for bonus by the workmen for the years 1966 57 and 1957 68; the claim in respect of dearness allowance which has been made the basis of reference under Section 6-A of the Industrial Disputes Act, 1947 to the industrial Tribunal Haryana; the claim for strike wages; bonus on Variable Dearness Allowance for the years 1961-59 and 1961-70 and several other matters. The parties have been negotiating for the last about one year for arriving at a settlement on all the pending disputes with a view to establish cordial relations and industrial peace. An informal settlement was reached orally on 10th August, 1972. The parties discussed the matter further and have now agreed as follows:—

# TERMS OF SETTLEMENT

### Gratuity

- 1. The parties have agreed that the Scheme of Gratuity as contained in the Bill pressed by both the Houses of Parliament will be applied in all cases with effect from 10th August, 1972. whether or not the assent of the President of India is given to the Bill.
- 1.1. In view of the settlement as above, the parties will make a prayer to the Supreme Court in Civil Appeal No. 4 2 of 1970 to pass a judgement in terms of this settlement in lieu of the scheme awarded by the Tribunal.

### ARREARS OF DEARNESS ALLOWANCE

- 2. It is agreed that the dispute regarding Dearness Allowance pending before the Industrial Tribunal under section 35 Å of the Industrial Disputes Act and all disputes relating to or arising out of settlements dated 4th November, 1966 and 31st October, 1969 relating to interpretation or implementation etc., of the above settlements regarding Dearness Allowance will be settled on the following terms in full satisfaction of all the claims in this respect:
  - 2.1. Ex gratia payment as hereinafter mentioned will be made only to those workers who were on the rolls of the Company on 10th August, 1972, with the exception as mentioned in para 2.8 below.
  - 2.2. Those workmen who were on the rolls of the Company on 1st October, 1966 and were still working on 10th August, 1972 will be paid only Rs 120 per head.

- 150
- 2.3. Those workmen who were on the rolls of the Co apany on 1st October, 1967 and were still working on 10th August, 1972 will be paid Rs. 100.
- 2.4. Those workmen who were on the rolls of the Company on 1st October, 1968 and were still working on 10th August, 1972 will be paid Rs. 80.
- 2.5. Those workmen who were on the rolls of the Company on 1st October, 1969 and were still working on 10th August, 1972 will be paid Rs. 60.
- 2.6. Those workmen who were on the rolls of the Company on 1st October, 1970 and were still working on 10th August, 1972 will be paid Rs. 40.
- 2.7. Those workmen who were on the rolls of the Company on 1st October, 1971 and were still working on 10th August, 1972 will be p. id Rs. 20.
- 2.8. In addition to the above, ex gratia payments on the same basis as mentioned in para 2.2. to 2.7 will be made to all those workmen whose services have been terminated by the Company prior to 10th August, 1972 plus 50 other deserving wor' men whose names will be supplied by the Union under the ioint signatures of the President and the General Secretary of the Union, namely Shri Nazar Mohd, and Shri Darshan Singh. These names will be supplied by the Union by 31st March, 1973. The payments to the e-ployees whose services have been terminated before 10th August, 1972 will also be entert ined only if such workmen put up claim in this behalf latest by 31st March, 1973. No claim made after 31st March, 1973 will be entertained.
- 2.9. Apart from the above, no one else will be entitled to the above ex gratia payment.
- 2.10. The payment in terms of this para of the settlement will be made in two equal instalments. The first instalment will be made before Dushera i.e. 16th October, 1972. The second instalment will be paid by 31st March, 1973.
- 2.11. Parties will make an application to the Industrial Tribunal, Haryana in Reference No. 35 of 1970 to make an award in terms of this settlement.

## RATE OF DEARNESS ALLOWANCE:

3. It is agreed that with effect from 1st May, 1972, the present scheme of dearness allowance as interpreted and implemented by the Management hitherto will continue to be applicable to the workmen with the modification, however, that 50 Ps. per point will be substituted by 80 Ps. per point rise or fall in the cost of living index.

## BONUS:

- 4. Without prejudice to the contentious of the parties, the Management and the Union have agreed that the Management would pay ex gratia payment in lieu of bonus @ 3½% of earned wages (basic+dearness allowance) for each of the years 1936-67 and 1967-68 to those employees only who were on the rolls of the Company on 10th August, 1972.
  - 4.1. The above ex-gretia payment will not be made to those who were on the rolls of the Company on 10th August, 1972 with the exception of these whose services have been terminated by the Company e rlier to 10th August, 1972 and 50 other deserving workmen whose names will be supplied by the Union under the joint sign tures of the President and the General Secretary of the Union namely by Shri Nazar Mohd., and Shri Darshan Singh.
  - 4.2. The above payment will be made by 31st December, 1972. Claims under para 4 must be put up before 31st December, 1972. No claim made thereafter will be entertained.

## BONUS ON VARIABLE DEARNESS ALLOWANCE:

- 5. It is agreed that the bonus will be paid to the employees on the amount of variable dearn a sallowance paid to the employees in the above said two years calculable at the rate on which the bonus for the respective years was paid to the employees.
  - 5.1. The amount due to the workmen under this clause shall be paid by 31st March, 1973.
  - 5.2. The dispute regarding bonus for the above mentioned two years had been the subject to adjudic tion before the Industrial Triberal. Farid bad, and the award given by the said Tribunal has not yet been published by the Government. The parties would, therefore, inform the Government about amicable settlement of the dispute aforesaid in terms stated above and request the Government not to publish the said award in view of this agreement.

### STRIKE WAGES:

6. In the case pending in I. D. No. 76 of 1959 before the Industrial Tribunal, Haryana, the workmen have agreed to withdraw their demand for strike wages for the period from 16th October, 1969, to 31st October, 1969, and the Union will file an application before the said Tribunal to withdraw their demand.

Regarding Individual workmen Sarvshri Moti Lal, Nethar Pal, Captain Singh, Surendra:

7. As regards the four workmen, "greement has already been arrived at with them under which they have received full and final payment in a tisfaction of all their claims. In view of this it is now; greed between the parties that the dispute regarding their reinstatement pending before the concerned authority will be withdrawn by the Union as having been settled.

#### JHUGGIES:

- 8. The workmen had constructed jhuggies on the land of Mohan Co-operative Industrial Estate Limited. It has been agreed between the parties that all such phuggies would be demolished and removed by the concerned workmen on the following conditions:
  - 8.1. The Management would provide alternative site to workmen only for constructing Jhuggies and would provide workmen with facilities of water, light at the site. Transport would also be provided to them to remove their belongings to the new site. In addition, the man gement would also pay Rs. 50 per jhuggi to enable the concerned workmen to reh bilit te themselves. The Jhuggies would be demolished and removed by the workmen within 15 d ys of the provision of alternative site. It is clearly agreed between both the parties that amount payable under paras 2, 3, 4 and 5 and also the amount of Rs 50 per jhuggi under this para 8.1 would be paid to these who are residing in Jhuggies only when they remove the jhuggies from the land of Mohan Industrial Estate Ltd., unless the Management fail to provide the facilities, under this para by the time the payment are due.
  - 8.2. It is, however, clearly understood between the parties that those outsiders who are not the workmen of the Company and who had likewise also constructed Jhuggies would also be paid Rs 50 per Jhuggi in lieu of their demolishing the jhuggies, but payment in that case will be made only after they have demolished the Jhuggies. There will, however, be no liability on the part of the Company to provide them with alternative sit or land and or other amenities. The Union undertakes to have the jhuggies of such outsiders cleared within a period of 15 days from the date of signing of this agreement.
  - 8.3. The tot I number of Jhuggies constructed up to date on the land named above by the workmen as well as outsiders is 145, out of which the number of Jhuggies constructed by workmen is only 115, and the provision of alternative site under para 8.1 will thus be restricted 115 workmen and payment of Rs 50 would be restricted to the above number of 145 jhuggies.
  - 8.4. The union undertake that no Jhuggies would be constructed hereinafter by any workman of the Company or by any outsiders at the instance of the workmen or the Union on the land of the Estate named above.

### REELING DEPARTMENT:

9. Both the parties agree that the system of the fixation of rates and proper production norms be revised and refixed. For this purpose, the committee consisting of the following members is hereby constituted with the consent of both the parties. This Committee would submit its recommendations to a joint meeting of the Management and the Union within a week of signing of this settlement. The matter will thereafter be mutually settled between the parties before 30th September, 1972:—

### MEMBERS OF THE COMMITTEE:

## Representing Management:

- 1. Shri B. A. Agrawal, Labour Officer.
- 2. Shri V. K. Khanna, S. Q. C. Incharge.

## Representing Workmen:

- 1. Shri Nazar Mohd., President, Textile Mazdoor Union.
- Shri Prem Singh, President, Mills Committee.
- 3. Shri Mahabir. Cashier, Mills Committee.

# 152

## INCENTIVE PAYMENT FOR GOOD ATTENDANCE:

- 10. Both the parties have agreed that a new system for awarding incentive bonus on attendance should be introduced with effect from the date of signing of this settlement and the same would be as under:
  - 10.1. The normal number of working days in a month is 26. Those workmen who put in 26 days full attendance in the month, that is to say, are present on all the working days in the month shall, in addition to their normal wages be given an incentive of 25 Ps. per d y attendance. Those whose attendance is 23 days or more will be paid the above incentive payment less 75 Ps. per d.y for every fall in attendance below 26 days. Those whose attendance is less than 23 days will not be entitled to payment of this incentive. If the working d ys in a month: re less than 26 days the c lculation would be made on the b sis of working d ys in that month. In other words, if says, the number of working days: re 25 days, 25 Ps. per day attendance as incentive payment will be made for full 25 d ys attendance and 75 Ps. per day be reduced for every fall in attendance up to 22 d.ys and no payment will be made for attendance for less than 22 days and so on. For the purpose of this incentive payment, any type of leave (Privilege, Casual, Sick Accident, etc.) will not be treated as attendance.
  - 10.2. The incentive payment shall be payable on the basis of the following citation:

W	orking days in a month	Attendance in the month	Amount of incentive to be paid		
(A)	27	27	6.75		
		26	6.00		
		25	5.25		
		24	4.50		
		23	Nil		
<b>(B)</b>	26	26	6.50		
		25	5.75		
		24	5.00		
		23	4.25		
		22	Nil		
(C)	25	25	6.25		
		24	5.50		
		23	4.75		
		22	4.00		
		21	Nil		

#### HOLIDAYS

11. The Union during the course of negotiations, also raised demand for additional holidays, and after discussions between both the parties the Union withdrew the above demand.

## PERIOD OF SETTLEMENT:

- 12. It is agreed that this agreement would be in force for three years w.e.f. 10th August, 1972 and will continue to be binding on both the parties unless terminated in accordance with law.
- 13. The Management and the workmen agree that it is in their mutual interest to promote cordial relations between the Management and he workmen and to this end each party shall strive to work in a manner which will promote goodwill mutually. The Union and the workmen will abide by the terms of the settlement, dated 1st August, 1972, during the period this settlement remains in force.

14. Both the parties will jointly forward this settlement to authorities as provided under law so as to make it a binding settlement under the Industrial Disputes Act, 1947.

## SIGNATURE OF THE PARTIES

## Representing the Management

- (Sd.) M. L. WADHWA, dated 9-9-1972.
- 2. (Sd.) P. N. UPADHYAY.
- (Sd.) R. A. AGRAWAL, dated 9-9-1972.
- 4. (Sd.) MADAN PAL.

## Representing the Workmen

- 1. (Sd.) SATISH LOOMBA.
- 2. (Sd.) NAZAR MOHD.
- 3. (Sd.) DARSHAN SINGH, dated 9-9-1972.
- 4. (Sd.) PREM SINGH.
- 5. (Sd.) AMARJIT SINGH.
- 6. (Sd.) BASIR KHAN.
- 7. (Sd.) NATHU SINGH.
- 8. (Sd.) MAHAVIR.

### WITNESSES

- 1. (Sd.) K. TANGVEL.
- 2. (Sd.) C. P. SINGH.

Copy to :- 1. The Labour Commissioner, Haryana, Chandigarh.

2. The Labour-Cum-Conciliation Officer, Faridabad.

No. (224)-1L15-72 13145.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Huryanu is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Huryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Elson Cotton Mills, (P) Ltd., Ballabgarh; —

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Application No. 15 of 1972 under section 33-A of the Industrial Disputes Act, 1947

between

SHRI FAZU, WORKMAN AND THE MANAGEMENT OF M/S ELSON COTTON MILLS (P) LTD., BALLABGARH

Present:-

Nemo, for the workmen.

Shri S. S. Seth, for the management.

#### AWARD

Shri Fezu, workman, of M/s Elson Cotton Mills, Ltd., Ballabgarh, brought this complaint under section 33-A of the Industrial Disputes Act, 1947, with the allegation that during the pendency of reference No. 104 of 1971, the minagement had terminated his services without obtaining the privious permission of this Tribunal nor was any application moved for approval of the aforesaid action taken against him as required under section 33 (2) (b) of the Industrial Lisputes Act, 1947. With the above alkgation in brief he prayed for a direction to the management that he be reinstated with back wages.

Notice of the application was given to the management and reply has been filed contesting the application on the ground that as a matter of fact. Shri Fezu, applicant, was not a conce ned workman as he had worked only for 4 days and as such he had not qual fied himself for entitlement to bonus for the year in question and further that he had since absented himself from duty of his own accord without any authority. It was a case of loss of lien on the job held by him and not one of the termination of services by the management and, therefore, the provisions of section 33 in Industrial Disputes Act, 1947, were not attracted.

After the filing of the said objection by the management Shri Eezu, applicant, has submitted the application dated 18th clober, 1972, to the effect that he does not want to proceed with the present complaint. Shri Sunhari Lal, President of the Elson Cotton Mills Mazdoor Union, of which Shri Eezu, applicant, was also a member states that he has also no instructions to proceed with the present complaint.

In veiw of the fact stated above, no further proceedings are called for in this complaint, which shall, in the result, stand dismissed as withdrawn. No order as to costs.

O. P. SHARMA,

Presiding Officer, Industrial Tribunal, Haryana, Faridabad.

Dated 24th October, 1972.

## No. 1113, dated 24th October, 1972

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Dated 24th October, 1972.

Presiding Officer, Industrial Tribunal Haryana, Faridabad.

S. N. BHANOT.

Commissioner for Labour and Employment and Secy.

# LABOUR AND EMPLOYMENT DEPARTMENT

The 13th November, 1972

No. 11954-71.ab-72/43618.—The Governor of Haryana is pleased to make the following appointment and posting:—

Serial No.	Name of Officer	Appointed and posted as	With effect from	Remarks	
1.	Shri Mnohar Lal	Assistant Employment Officer, Dist ict Employment Exchange, Gurgaon, on an ad hoc basis	18th October, 1972 (forenoon)	Aga nst an existing vacancy	

S. N. BHANOT,

Commissioner for Labour and Employment and Secy.

## COOPERATION DEPARTMENT

The 10th/13th November, 1972

No. 6746-C-I-72/41300.—Where as it appears to the Governor of Haryana that land specified below is needed by the Government, at public expense, for a public purpose, namely for setting up a Cattle Feed Plant at village Parra, tehsil and district Rohtak, it is hereby notified that the land in the locality specified below is likely to be required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorises the Collector of Rohta's District in Isiah officers or officials as may be considered necess by for the purpose by him with their servants and workmen, to enter upon and survey any land in the locality and do all other acts, required or permitted by that section.

Any person interested who has any objection to the acquisition of this land in the locality may, within a period of thirty days of the publication of this notification file an objection if any, in writing before the Collector, Roht. k District.

#### **SPECIFICATION**

District	Tehsil		Hadbast	Rect-		Area	
			No.	a <b>ngl</b> e		Kanals	Marlas
Rohtak	Rohtak	Parra	67	45	7	-8	0
					8	.8	0
					9	. 8	0
					10	0	14
					1		
					10	0	1
	•				2		

District	Tehsil	Village	Hadbast	R ect-	Killa	Area	
			No.	angle		Kanais	Marlas
		•			, - , -		
					10	1	0
			•		3		
					10	0	б
				•	4		
					10	5	3
					5		
					11	7	4
					12	8	0
					13	8	0
					14	8	0
					Total	62	8
			Sev	en acres, si	x kanals a	and eight m	arlas

G. L. BAILUR, Secy.

## INDUSTRIES DEPARTMENT

### The 13th November, 1972

No. 4992-(1)-IBII/Q-36/72/36193.—Shri Manohar Lal Madan, who was appointed as Senior Technical Officer, Quality Marking Centre, for Engineering Goods, Jagadhri, H.I.S. Class II,—vide Haryana Government memo No. 816-(1) IBII-72/36/13874, dated 27th April, 1972 took over as such with effect from 1st May, 1972.

# The 14th November, 1972

No. 8676-5/IB(I)-72/35442.— The Governor of Haryana is pleased to extend the life of the Committee to co-ordinate the work of various agencies operating in Haryana State for the development of small scale industries, constituted,—vide Haryana Government notification No. 648-C.M.-SIB(I)-69/34268, dated the 26th November, 1969/22nd January, 1970 upto 30th September, 1973.

2. This issues with the concurrence of the Finance Department conveyed under their u. b. advice No. 2346/2673-I.F.D.III-72. dated the 29th September, 1972.

M. L. BATRA, Secy.

#### IRRIGATION AND POWER DEPARTMENT

### The 7th November, 1972

No. 10866-5PWII-72/36129.—Whereas it appears to the Governor of Haryana that land specified below is need d by the Government, at public expense, for a public purpose, namely, for the construction of Residential Colony at 66 K. V. Sub Station, Palwal, of the Haryana State Electricity Board, it is hereby notified that the land in the locality specified below is likely to be required for the above purpose.

This notification is made under the provisions of Section 4 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana here by authorises the Land Acquisition Collecter, Public Works (Irrigation and Power) Department, Ambala with such officers and officials as may be considered necessary for the purpose by him, to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of land in the locality may within a period of thirty days of the publication of this notification, file an objection, if any, in writing before the Land Acquisition Collector, Public Works (Irrigation and Power) Department, 396, Model Town, Ambala City.

## SPECIFICATION

District	Tehsil	Locality/ Village & Hadbast No.	Area in Acres	Description of Area		
				Old Khasra No.	New Khasra No.	
Gurgaon	Palwal	Palwal H. B. No. 73	A K M 5-6-10 or (5.81 acres)	5371, 5372, 5373, 5374, 5377, 5378/1 min	174	
					19, 21 min, 22, 23, 24/1 min, 24/2 min, 202	
					1/1 min, 1/2 min, 2/1, 2/2 min, 2/3 min 3 min, 4/1 min, 8/1 min, 8/2 min, 9 min, 10/1 min, 10/2 min, 10/3 min.	
				(As demarcated at site	:)	

P. P. CAPRIHAN, Commissioner and Secy.

## IRRIGATION DEPARTMENT

The 7th November, 1972

No. 15771/2-L.—Whereas it appears to the Governor of Haryana that land specified below is needed by the Government, at public expense, for a public purpose, namely, for installing Kiln opposite Road Bridge at RD 105150 Indira Gandhi Canal in village Neemar in tehsil Dadri, district Mohindergarh, it is hereby notified that the land in the locality specified below is to be required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorises the officers of Irrigation Department for the time being engaged in the undertaking alongwith their servants, and workmen etc. to enter upon and survey land in the locality and do all other acts required or permitted by the section.

Further whereas the Governor of Haryana is satisfied that the land is required for installing kiln in village Neemar (Badesra) in connection with Loharu Lift Irrigation Scheme, which is of very urgent importance within the meaning of clause (c) of Sub-Section (2) of Section 17 of the said Act, and whereas the Governor of Haryana is of the opinion that the provision of sub-section (2) of the said section are thus applicable, it is hereby directed under sub-section (4) of Section 17 of the said Act that the provisions of section 5 A of the said Act shall not apply in regard to this acquisition.

## SPECIFICATION

District	Tehsil	Village	Area in Acres	Boundary
Mohendragarh	Dadri	Neemar	11.54	A plot of land comprising of part Khasra No. 63/2 opposite village Road Bridge at R. D. 105150 Indira Gandhi Canal in village Neemar as demarcated at site and as shown on the plan